

SERIAL 10094 IGA ESRI SOFTWARE & SUPPORT AGREEMENT

DATE OF LAST REVISION: July 02, 2010

CONTRACT END DATE: June 30, 2011

**CONTRACT PERIOD BEGINNING JULY 02, 2010
ENDING JUNE 30, 2011**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for ESRI SOFTWARE & SUPPORT AGREEMENT

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Contract ADSP010-00000131. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9204503

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

JANICE K. BREWER
Governor



DAVID RABER
Interim Director

**ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE**

100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
<http://www.azdoa/spo>

DETERMINATION – COMPETITION IMPRACTICABLE

Contract or Solicitation Number:	ADSP010-00000131
Date:	June 22, 2010
Description of Good/Service:	ESRI Software and Support
Contractor or Vendor Name (if applicable):	ESRI

Background of Situation/Need

ESRI provides GIS software used by several State agencies and cooperative partners. The State of Arizona has a Software VAR contract in place with Dell/ASAP, but ESRI is not a participant under the Software VAR contract. A determination of Competition Impracticable will enable a negotiated contract to be in place for the purchase of this type of software from its dominant supplier, and will provide a mechanism to support the ESRI software already in use by numerous state agencies and cooperative partners.

Justification

Because ESRI is, by far, the dominant leader in this software category and, because the State must have a contractual mechanism to support the ESRI software now in wide use among state agencies and our cooperative partners, it is impracticable to compete for this category of software. A negotiated agreement is in the best interests of the State.

Short Description

Competition Impracticable to enable a negotiated agreement with ESRI.

Full Description

A Determination of Competition Impracticable for the GIS software and related services and bundled hardware reflects the dominance of ESRI for this specific software category. In addition, there are numerous applications of ESRI products currently in use by state agencies and state cooperative partners. These applications must be supported upon the expiration of the current ESRI contract, AD040025.

Requested by

A handwritten signature in black ink, appearing to read "Maureen McGovern".

Maureen McGovern, Procurement Officer

Date signed: June 23, 2010

Approved by:

A handwritten signature in black ink, appearing to read "James Scarboro".

James Scarboro, Deputy Procurement Admin

Date signed:



**ESRI MPA PRICE LIST
(E418SH 2Q/2010)**

General Information and Disclaimers

1. The following Software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America, its possessions, and territories.
2. The listed prices are inclusive of shipping and handling and exclude any applicable taxes. Delivery terms are FOB Redlands, California—Freight Prepaid. Shipping and handling charges will be prepaid by ESRI.
3. Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, be aware of the following general rules:
 - (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
 - (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, Software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the Software, and extension Software is only functional in combination with the corresponding core Software. If you have questions regarding your configuration, please contact your ESRI representative for additional information.
 - (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
 - (d) Some items are not offered to all potential customers. For example, certain Software upgrades are only offered to customers who have acquired the most recent versions of the Software, and local government licenses are only offered to local government customers.
 - (e) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-Site training information at ESRI's Web site (www.esri.com/training/site_training.html) for details.
 - (f) ESRI Site Training (i.e., Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.
 - (g) Training will be provided in accordance with the policies defined under Education and Training at www.esri.com. Training prices are subject to annual escalation, not to exceed a seven and one-half percent (7.5%) increase in January of each year.
4. Support services are defined at ESRI's Web site (www.esri.com) within the user support section. Particular attention should be paid to the fact that some ESRI Software comes with complimentary maintenance for the first year and other Software features different support plans.
5. New Software releases for most Software products are provided exclusively through maintenance programs. In these cases, Software upgrades are not sold separately.

STATE OF ARIZONA
MPA PRICELIST - E418SH(M) 2Q10

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License	\$8,524.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,035.00
	ArcView Concurrent Use License	\$3,030.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,172.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,172.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,172.00
	ArcGIS Publisher Concurrent Use License	\$2,172.00
	ArcGIS Survey Analyst Concurrent Use License	\$2,172.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,172.00
	ArcGIS ArcScan Concurrent Use License	\$2,172.00
	ArcGIS Maplex Concurrent Use License	\$2,172.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,172.00
	ArcGIS Network Analyst Concurrent Use License	\$2,172.00
	ArcGIS Schematics Concurrent Use License	\$2,172.00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,172.00
	GIS Data ReViewer Concurrent Use License	\$2,172.00
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance for Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500.00
	Secondary Maintenance for Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200.00
	Primary Maintenance for GIS Data ReViewer Concurrent Use License	\$500.00

	Secondary Maintenance for GIS Data ReViewer Concurrent Use License	\$200.00
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
1	ArcGIS Single Use Licenses	
	ArcEditor Single Use License	\$6,035.00
	ArcGIS ArcView Single Use Unkeyed License	\$1,313.00
	ArcGIS ArcView Single Use Keyed License	\$1,313.00
	ArcGIS Spatial Analyst Single Use License	\$2,172.00
	ArcGIS 3D Analyst Single Use License	\$2,172.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,172.00
	ArcGIS Publisher Single Use License	\$2,172.00
	ArcGIS Survey Analyst Single Use License	\$2,172.00
	ArcGIS Tracking Analyst Single Use License	\$2,172.00
	ArcGIS ArcScan Single Use License	\$2,172.00
	ArcGIS Maplex Single Use License	\$2,172.00
	ArcGIS Data Interoperability Single Use License	\$2,172.00
	ArcGIS Network Analyst Single Use License	\$2,172.00
	ArcGIS Schematics Single Use License	\$2,172.00
	ArcGIS Job Tracking Single Use License	\$2,172.00
	GIS Data ReViewer Single Use License	\$2,146.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
1	Maintenance Activation Program	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$750.00

	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$300.00
1	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	\$1,742.00
1	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor Single Use	\$4,747.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use USB	\$4,747.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use Parallel	\$4,747.00
	Upgrade from ArcView Single Use to ArcInfo	\$7,237.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,030.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$5,520.00
	Upgrade from ArcEditor to ArcInfo	\$2,515.00
1	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12– 20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,172.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
1	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$313.00
	ArcPress for ArcView Windows/Windows NT License	\$313.00
2	ArcView 3.x and Extensions	
2	UNIX	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$1,910.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,722.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,533.00
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00

	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$514.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,310.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,268.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$2,016.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,310.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,268.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$2,016.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,773.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,723.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,420.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,773.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,723.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,420.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
2	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$1,051.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$1,051.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$991.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	\$1,385.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	\$1,359.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,208.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	\$1,385.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	\$1,359.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,208.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$2,310.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$2,268.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$2,016.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$2,310.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$2,268.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$2,016.00
2	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$484.00
3	MapObjects	
3	MapObjects—Windows Edition	

	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	\$4,318.00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to two CPUs)	\$10,327.00
	Additional MapObjects—Windows Edition Developer License	\$859.00
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000.00
	MapObjects—Windows Limited Deployment Site License Kit	\$17,195.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2,146.00
3	MapObjects LT	
	MapObjects LT Web Download License	\$342.00
4	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	\$455.00
	ArcGIS Engine Runtime 3D Extension License	\$859.00
	ArcGIS Engine Runtime Spatial Extension License	\$859.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$859.00
	ArcGIS Engine Runtime Network Extension License	\$859.00
	ArcGIS Engine Runtime Schematics Extension License	\$859.00
	ArcGIS Engine Runtime Tracking Extension License	\$859.00
	ArcGIS Engine Runtime Maplex Extension License	\$859.00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$859.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400.00
5	ArcGIS Server	
5	ArcGIS Server—Enterprise	
5	Enterprise Advanced	
	ArcGIS Server Enterprise Advanced (up to four cores)	\$34,365.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	\$8,585.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores)	\$2,500.00
5	Enterprise Standard	
	ArcGIS Server Enterprise Standard (up to four cores)	\$17,195.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	\$4,293.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (additional cores)	\$1,250.00
5	Enterprise Basic	
	ArcGIS Server Enterprise Basic (up to four cores)	\$8,610.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	\$2,146.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores)	\$750.00
5	Workgroup	
	ArcGIS Server Workgroup Advanced (up to two cores)	\$8,610.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,293.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
	ArcGIS Server Workgroup Standard (up to two cores)	\$4,318.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	\$2,146.00

	Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
	ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,318.00
	Annual Maintenance for ArcGIS Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
5	ArcGIS Server Enterprise Extensions	
	ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	\$8,585.00
	ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	\$8,585.00
	ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows License (up to four cores)	\$8,585.00
	ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	\$8,585.00
	ArcGIS Server Geoportal Extension Advanced Enterprise for Windows License (up to four cores)	\$3,005.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$8,585.00
	ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	\$8,585.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$8,585.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$8,585.00
	ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$3,005.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$2,500.00
	ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$2,146.00
	ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$2,146.00
	ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	\$2,146.00
	ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$2,146.00
	ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	\$751.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$625.00

Annual Maintenance for ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance for ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	\$625.00
ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$2,146.00
ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	\$2,146.00
ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$2,146.00
ArcGIS Server Enterprise Standard Image Extension (additional cores)	\$2,146.00
ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	\$751.00
Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$625.00
Annual Maintenance for ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	\$625.00
Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$625.00
Annual Maintenance for ArcGIS Server Enterprise Standard Image Extension (additional cores)	\$625.00
Annual Maintenance for ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	\$625.00
5 ArcGIS Server Workgroup Extensions	
ArcGIS Server Advanced Workgroup Data Interoperability Extension - (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,293.00
ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,293.00
ArcGIS Server Advanced Workgroup Schematics Extension - (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,293.00
ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,293.00
Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
Annual Maintenance for ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,293.00
ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,293.00
ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,293.00
ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,293.00
Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
Annual Maintenance for ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00

	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
5	ArcGIS Mobile	
	ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$2,146.00
	Annual Maintenance for ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$500.00
5	ArcGIS Server Connection Licenses for ArcSDE 9.3	
	ArcGIS Server Read Write Server Connection for Enterprise	\$884.00
	ArcGIS Server Read Only Server Connection for Enterprise	\$455.00
	Maintenance for ArcGIS Server Read Write Server Connection for Enterprise	\$150.00
	Maintenance for ArcGIS Server Read Only Server Connection for Enterprise	\$150.00
5	ArcGIS Server Upgrades	
5	ArcGIS Server Upgrade Enterprise to Enterprise	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$8,610.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$25,780.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$17,195.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	\$2,146.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	\$6,439.00
	ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	\$4,293.00
5	ArcGIS Server Upgrades Workgroup to Workgroup	
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	\$4,318.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	\$12,903.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	\$8,610.00
5	ArcGIS Server Upgrades — Workgroup to Enterprise	
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	\$4,318.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	\$12,903.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	\$30,073.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard (up to four cores)	\$8,610.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	\$25,780.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	\$17,195.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$12,878.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$30,048.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$8,585.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$25,755.00
5	ArcGIS Server—Enterprise (Staging Server)	
5	Enterprise Advanced (Staging Server)	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$19,563.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$4,884.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$1,250.00
5	Enterprise Standard (Staging Server)	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$9,794.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$2,442.00

	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$625.00
5	Enterprise Basic (Staging Server)	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$4,910.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$1,221.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$375.00
5	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$4,884.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$4,884.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	\$4,884.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$4,884.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	\$1,768.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,221.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,221.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	\$1,221.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,221.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	\$442.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$4,884.00
	ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	\$4,884.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$4,884.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$4,884.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	\$1,768.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	\$1,250.00

	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,221.00
	ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	\$1,221.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,221.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$1,221.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	\$442.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00
	Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	\$313.00
5	ArcGIS Server Staging Server Upgrades	
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$4,318.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$12,903.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$8,610.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	\$1,074.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	\$3,220.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	\$2,146.00
5	ArcGIS Server Staging Server Connections to Support ArcSDE 9.3	
	ArcGIS Server Staging Server Read Write Server Connection for Enterprise	\$455.00
	ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$240.00
	Maintenance for ArcGIS Server Staging Server Read Write Server Connection for Enterprise	\$75.00
	Maintenance for ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$75.00
7	ArcIMS	
	ArcIMS 9.3 Full Use Deployment (up to two cores)	\$4,318.00
	ArcIMS 9.3 Full Use Deployment (additional core — maximum four cores per server)	\$2,146.00
	ArcIMS 9.3 Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS 9.3 Full Use Deployment (additional core) Maintenance	\$500.00
	ArcIMS 9.3 Full Use Deployment Staging Server (up to two cores)	\$2,172.00
	ArcIMS 9.3 Full Use Deployment Staging Server (additional cores — maximum four cores per server)	\$1,074.00
	ArcIMS 9.3 Full Use Deployment Staging Server (up to two cores) Maintenance	\$500.00
	ArcIMS 9.3 Full Use Deployment Staging Server (additional cores) Maintenance	\$250.00

7	ArcIMS Route Server	
	ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$2,601.00
	Annual Maintenance for ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$600.00
8	Business Applications Software	
8	ArcGIS Business Analyst (Single Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$15,903.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$11,611.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$7,318.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$15,903.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,611.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$7,318.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$19,342.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,757.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,533.00
8	ArcGIS Business Analyst (Concurrent Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$15,903.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$11,611.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$7,318.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$15,903.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,611.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$7,318.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$19,342.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,757.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,533.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License	\$1,288.00
8	Business Analyst Maintenance	
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795.00

	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$10,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (National Dataset) Software License (per license)	\$18,000.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One Region Dataset) Software License (per license)	\$12,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One State Dataset) Software License (per license)	\$7,925.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License Annual Maintenance	\$1,200.00
8	ArcGIS Business Analyst for Canada	
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$21,917.00
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$21,917.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$8,782.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$8,782.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$20,400.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$8,160.00
8	ArcGIS Business Analyst Segmentation Module	
8	Tapestry ZIP+4 Add-On	
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On National License	\$12,388.00
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On Regional License	\$7,443.00
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On State License	\$4,970.00
	Annual Maintenance ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On National License	\$11,520.00
	Annual Maintenance ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On Regional License	\$6,912.00
	Annual Maintenance ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On State License	\$4,608.00
8	ArcGIS Business Analyst Server	
8	ArcGIS Business Analyst Server Enterprise Advanced	
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores)	\$128,800.00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core)	\$32,219.00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores) Maintenance	\$100,000.00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core) Maintenance	\$25,000.00

8	ArcGIS Business Analyst Server Workgroup Advanced	
	ArcGIS Business Analyst Server Workgroup Advanced (per server — minimum two cores, maximum four cores)	\$64,413.00
	ArcGIS Business Analyst Server Workgroup Advanced (per server — minimum two cores, maximum four cores) Maintenance	\$50,000.00
9	Tracking Server	
	Tracking Server for Windows (up to two cores)	\$9,794.00
	Tracking Server for Windows (additional core)	\$4,884.00
	Update Fee Tracking Server (up to two cores)	\$2,000.00
	Update Fee Tracking Server (additional core)	\$1,000.00
9	Tracking Server (Staging Servers)	
	Tracking Server Staging Server for Windows (up to two cores)	\$4,910.00
	Tracking Server Staging Server for Windows (additional core)	\$2,442.00
	Update Fee Tracking Server Staging Server (up to two cores)	\$1,000.00
	Update Fee Tracking Server Staging Server (additional cores)	\$500.00
10	ArcGIS Image Server	
	ArcGIS Image Server (up to four cores)	\$8,610.00
	Annual Maintenance for ArcGIS Image Server (up to four cores)	\$2,500.00
	ArcGIS Image Server (additional cores)	\$2,146.00
	Annual Maintenance for ArcGIS Image Server (additional cores)	\$625.00
10	ArcGIS Image Server (Staging Server)	
	ArcGIS Image Server Staging Server (up to four cores)	\$4,318.00
	Annual Maintenance for ArcGIS Image Server Staging Server (up to four cores)	\$1,250.00
	ArcGIS Image Server Staging Server (additional cores)	\$1,073.00
	Annual Maintenance for ArcGIS Image Server Staging Server (additional cores)	\$312.00
10	ArcGIS Image Server Service Editor Desktop Deployment License	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2,146.00
	Annual Maintenance for ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625.00
11	ArcLogistics	
	ArcLogistics Single Use License	\$6,893.00
	ArcLogistics Concurrent Use License	\$17,195.00
	ArcLogistics Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics Tele Atlas Street Data North America — Single Use	\$2,247.00
	ArcLogistics NAVTEQ Street Data North America — Single Use	\$2,247.00
	ArcLogistics Tele Atlas Street Data Europe — Single Use	\$2,247.00
	ArcLogistics NAVTEQ Street Data Europe — Single Use	\$2,247.00
	ArcLogistics Tele Atlas Street Data North America — Single Use Annual Maintenance	\$1,600.00
	ArcLogistics NAVTEQ Street Data North America — Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Tele Atlas Street Data Europe — Single Use Annual Maintenance	\$1,600.00
	ArcLogistics NAVTEQ Street Data Europe — Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Tele Atlas Street Data North America — Concurrent Use	\$5,580.00
	ArcLogistics NAVTEQ Street Data North America — Concurrent Use	\$5,580.00
	ArcLogistics Tele Atlas Street Data Europe — Concurrent Use	\$5,580.00
	ArcLogistics NAVTEQ Street Data Europe — Concurrent Use	\$5,580.00
	ArcLogistics Tele Atlas Street Data North America — Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics NAVTEQ Street Data North America — Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics Tele Atlas Street Data Europe — Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics NAVTEQ Street Data Europe — Concurrent Use Annual Maintenance	\$4,000.00

11	ArcLogistics Navigator	
	ArcLogistics Navigator—Single Use License (10– pack bundle)	\$1,742.00
	ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (10–pack bundle)	\$833.00
	ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (10–pack bundle)	\$1,237.00
	ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (10–pack bundle)	\$833.00
	ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (10–pack bundle)	\$1,237.00
	Annual Maintenance for ArcLogistics Navigator—Single Use License (10–pack bundle)	\$400.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (10–pack bundle)	\$600.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (10–pack bundle)	\$1,000.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (10–pack bundle)	\$600.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (10–pack bundle)	\$1,000.00
11	Address Coder	
	Address Coder Standard National—Per User License	\$7,752.00
	Address Coder Standard Regional—Per User License	\$5,606.00
	Address Coder Standard State—Per User License	\$3,116.00
	Annual Maintenance for Address Coder Standard National—Per User License	\$7,200.00
	Annual Maintenance for Address Coder Standard Regional—Per User License	\$5,200.00
	Annual Maintenance for Address Coder Standard State—Per User License	\$2,880.00
	Address Coder Premium National—Per User License	\$12,903.00
	Address Coder Premium Regional—Per User License	\$9,040.00
	Address Coder Premium State—Per User License	\$5,176.00
	Annual Maintenance for Address Coder Premium National—Per User License	\$12,000.00
	Annual Maintenance for Address Coder Premium Regional—Per User License	\$8,400.00
	Annual Maintenance for Address Coder Premium State—Per User License	\$4,800.00
	Tapestry Add-on National—Per User License	\$8,267.00
	Tapestry Add-on Regional—Per User License	\$4,970.00
	Tapestry Add-on State—Per User License	\$3,322.00
	Annual Maintenance for Tapestry Add-on National—Per User License	\$7,680.00
	Annual Maintenance for Tapestry Add-on Regional—Per User License	\$4,608.00
	Annual Maintenance for Tapestry Add-on State—Per User License	\$3,072.00
	Tapestry ZIP + 4 Add-on National—Per User License	\$20,629.00
	Tapestry ZIP + 4 Add-on Regional—Per User License	\$12,388.00
	Tapestry ZIP + 4 Add-on State—Per User License	\$8,267.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National—Per User License	\$19,200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional—Per User License	\$11,520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State—Per User License	\$7,680.00
11	ESRI StreetMap Premium NAVTEQ Data	
	United States - All usage types (per Desktop user/per year)	\$6,085.00
	United States - All usage types (per Workgroup server/per year)	\$30,325.00
	United States - All usage types (per Enterprise server/per year)	\$75,775.00
	United States - All usage types (per additional 2 cores Enterprise server/per year)	\$30,325.00
	United States - Display (per Desktop user/per year)	\$1,237.00
	United States - Display (per Workgroup server/per year)	\$6,085.00
	United States - Display (per Enterprise server/per year)	\$15,175.00

	United States - Display (per additional 2 cores Enterprise server/per year)	\$6,085.00
	United States - Geocode (per Desktop user/per year)	\$1,843.00
	United States - Geocode (per Workgroup server/per year)	\$9,115.00
	United States - Geocode (per Enterprise server/per year)	\$22,750.00
	United States - Geocode (per additional 2 cores Enterprise server/per year)	\$9,115.00
	United States - Route (per Desktop user/per year)	\$3,055.00
	United States - Route (per Workgroup server/per year)	\$15,175.00
	United States - Route (per Enterprise server/per year)	\$37,900.00
	United States - Route (per additional 2 cores Enterprise server/per year)	\$15,175.00
	State - All usage types (per Desktop user/per year)	\$2,045.00
	State - All usage types (per Workgroup server/per year)	\$10,125.00
	State - All usage types (per Enterprise server/per year)	\$25,275.00
	State - All usage types (per additional 2 cores Enterprise server/per year)	\$10,125.00
	State - Display (per Desktop user/per year)	\$429.00
	State - Display (per Workgroup server/per year)	\$2,045.00
	State - Display (per Enterprise server/per year)	\$5,075.00
	State - Display (per additional 2 cores Enterprise server/per year)	\$2,045.00
	State - Geocode (per Desktop user/per year)	\$631.00
	State - Geocode (per Workgroup server/per year)	\$3,055.00
	State - Geocode (per Enterprise server/per year)	\$7,600.00
	State - Geocode (per additional core Enterprise server/per year)	\$3,055.00
	State - Route (per Desktop user/per year)	\$1,035.00
	State - Route (per Workgroup server/per year)	\$5,075.00
	State - Route (per Enterprise server/per year)	\$12,650.00
	State - Route (per additional 2 cores Enterprise server/per year)	\$5,075.00
11	ESRI StreetMap Premium Tele Atlas Data	
	United States - All usage types (per Desktop user/per year)	\$6,085.00
	United States - All usage types (per concurrent use Desktop/per year)	\$15,175.00
	United States - All usage types (per Workgroup server/per year)	\$30,325.00
	United States - All usage types (per Enterprise server/per year)	\$75,775.00
	United States - All usage types (per additional 2 cores Enterprise server/per year)	\$30,325.00
	United States - Display (per Desktop user/per year)	\$1,237.00
	United States - Display (per concurrent use Desktop/per year)	\$3,055.00
	United States - Display (per Workgroup server/per year)	\$6,085.00
	United States - Display (per Enterprise server/per year)	\$15,175.00
	United States - Display (per additional 2 cores Enterprise server/per year)	\$6,085.00
	United States - Geocode (per Desktop user/per year)	\$1,843.00
	United States - Geocode (per concurrent use Desktop/per year)	\$4,570.00
	United States - Geocode (per Workgroup server/per year)	\$9,115.00
	United States - Geocode (per Enterprise server/per year)	\$22,750.00
	United States - Geocode (per additional 2 cores Enterprise server/per year)	\$9,115.00
	United States - Route (per Desktop user/per year)	\$3,055.00
	United States - Route (per concurrent use Desktop/per year)	\$7,600.00
	United States - Route (per Workgroup server/per year)	\$15,175.00
	United States - Route (per Enterprise server/per year)	\$37,900.00
	United States - Route (per additional 2 cores Enterprise server/per year)	\$15,175.00
	Small State - All usage types (per Desktop user/per year)	\$934.00
	Small State - All usage types (per concurrent use Desktop/per year)	\$2,298.00
	Small State - All usage types (per Workgroup server/per year)	\$4,570.00
	Small State - All usage types (per Enterprise server/per year)	\$11,388.00

Small State - All usage types (per additional 2 cores Enterprise server/per year)	\$4,570.00
Small State - Display (per Desktop user/per year)	\$530.00
Small State - Display (per concurrent use Desktop/per year)	\$530.00
Small State - Display (per Workgroup server/per year)	\$934.00
Small State - Display (per Enterprise server/per year)	\$2,298.00
Small State - Display (per additional 2 cores Enterprise server/per year)	\$934.00
Small State - Geocode (per Desktop user/per year)	\$530.00
Small State - Geocode (per concurrent use Desktop/per year)	\$707.00
Small State - Geocode (per Workgroup server/per year)	\$1,389.00
Small State - Geocode (per Enterprise server/per year)	\$3,434.00
Small State - Geocode (per additional 2 cores Enterprise server/per year)	\$1,389.00
Small State - Route (per Desktop user/per year)	\$530.00
Small State - Route (per concurrent use Desktop/per year)	\$1,162.00
Small State - Route (per Workgroup server/per year)	\$2,298.00
Small State - Route (per Enterprise server/per year)	\$5,707.00
Small State - Route (per additional 2 cores Enterprise server/per year)	\$2,298.00
Medium State - All usage types (per Desktop user/per year)	\$1,237.00
Medium State - All usage types (per concurrent use Desktop/per year)	\$3,055.00
Medium State - All usage types (per Workgroup server/per year)	\$6,085.00
Medium State - All usage types (per Enterprise server/per year)	\$15,175.00
Medium State - All usage types (per additional 2 cores Enterprise server/per year)	\$6,085.00
Medium State - Display (per Desktop user/per year)	\$530.00
Medium State - Display (per concurrent use Desktop/per year)	\$631.00
Medium State - Display (per Workgroup server/per year)	\$1,237.00
Medium State - Display (per Enterprise server/per year)	\$3,055.00
Medium State - Display (per additional 2 cores Enterprise server/per year)	\$1,237.00
Medium State - Geocode (per Desktop user/per year)	\$530.00
Medium State - Geocode (per concurrent use Desktop/per year)	\$934.00
Medium State - Geocode (per Workgroup server/per year)	\$1,843.00
Medium State - Geocode (per Enterprise server/per year)	\$4,570.00
Medium State - Geocode (per additional 2 cores Enterprise server/per year)	\$1,843.00
Medium State - Route (per Desktop user/per year)	\$631.00
Medium State - Route (per concurrent use Desktop/per year)	\$1,540.00
Medium State - Route (per Workgroup server/per year)	\$3,055.00
Medium State - Route (per Enterprise server/per year)	\$7,600.00
Medium State - Route (per additional 2 cores Enterprise server/per year)	\$3,055.00
Large State - All usage types (per Desktop user/per year)	\$1,843.00
Large State - All usage types (per concurrent use Desktop/per year)	\$4,570.00
Large State - All usage types (per Workgroup server/per year)	\$9,115.00
Large State - All usage types (per Enterprise server/per year)	\$22,750.00
Large State - All usage types (per additional 2 cores Enterprise server/per year)	\$9,115.00
Large State - Display (per Desktop user/per year)	\$571.00
Large State - Display (per concurrent use Desktop/per year)	\$934.00
Large State - Display (per Workgroup server/per year)	\$1,843.00
Large State - Display (per Enterprise server/per year)	\$4,570.00
Large State - Display (per additional 2 cores Enterprise server/per year)	\$1,843.00
Large State - Geocode (per Desktop user/per year)	\$571.00
Large State - Geocode (per concurrent use Desktop/per year)	\$1,389.00
Large State - Geocode (per Workgroup server/per year)	\$2,752.00
Large State - Geocode (per Enterprise server/per year)	\$6,843.00

	Large State - Geocode (per additional 2 cores Enterprise server/per year)	\$2,752.00
	Large State - Route (per Desktop user/per year)	\$934.00
	Large State - Route (per concurrent use Desktop/per year)	\$2,298.00
	Large State - Route (Workgroup server/per year)	\$4,570.00
	Large State - Route (per Enterprise server/per year)	\$11,388.00
	Large State - Route (per additional 2 cores Enterprise server/per year)	\$4,570.00
12	Other Software	
12	MapIt	
	MapIt Deployment Server License (per server)	\$3,863.00
	MapIt Deployment Server License (per server)—Annual Maintenance	\$900.00
12	Maplex	
	Maplex First Single Use License	\$14,677.00
	Maplex Second Single Use License	\$13,676.00
	Maplex Third Single Use License	\$11,234.00
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
12	Production Line Tool Set (PLTS) for ArcGIS—Single or Concurrent Use	
	Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution	\$8,610.00
	Annual Maintenance for PLTS for ArcGIS—Mapping Agency Solution	\$2,500.00
	PLTS for ArcGIS—Nautical Solution	\$8,610.00
	Annual Maintenance for PLTS for ArcGIS—Nautical Solution	\$2,500.00
	PLTS for ArcGIS—Defense Solution	\$8,610.00
	Annual Maintenance for PLTS for ArcGIS—Defense Solution	\$2,500.00
	PLTS for ArcGIS—Aeronautical Solution	\$8,610.00
	Annual Maintenance for PLTS for ArcGIS—Aeronautical Solution	\$2,500.00
	PLTS for ArcGIS—Foundation	\$4,318.00
	Annual Maintenance for PLTS for ArcGIS—Foundation	\$1,250.00
	Map Production System—Atlas	\$2,213.00
	Annual Maintenance for Map Production System—Atlas	\$625.00
13	Mobile GIS	
13	ArcPad	
13	ArcPad 7.1	
	ArcPad Single Use License	\$450.00
	ArcPad 5.x/6.x Upgrade to 7.x	\$146.00
13	ArcPad 8.0	
	ArcPad Single Use License	\$626.00
	ArcPad Single Use License Annual Maintenance	\$250.00
	ArcPad 5.x/6.x/7.x Upgrade to 8.x	\$244.00
13	StreetMap Mobile	
13	StreetMap Mobile—No Data	
	StreetMap Mobile—No Data included (25–50 licenses)	\$78.00
	StreetMap Mobile—No Data included (51–100 licenses)	\$69.00
	StreetMap Mobile—No Data included (101–1,000 licenses)	\$48.00
	StreetMap Mobile—No Data included (1,001 + licenses)	\$24.00
13	StreetMap Mobile—No Data Upgrades	
	StreetMap Mobile—No Data included (25–50 upgrade licenses)	\$78.00
	StreetMap Mobile—No Data included (51–100 upgrade licenses)	\$69.00
	StreetMap Mobile—No Data included (101–1,000 upgrade licenses)	\$48.00
	StreetMap Mobile—No Data included (1,001 + upgrade licenses)	\$24.00
13	StreetMap Mobile / ArcGIS Mobile—with Data Option	

	StreetMap Premium Mobile Data (1–50 licenses)	\$126.00
	StreetMap Premium Mobile Data (51–100 licenses)	\$116.00
	StreetMap Premium Mobile Data (101–1,000 licenses)	\$106.00
	StreetMap Premium Mobile Data (1,001 + licenses)	\$76.00
14	ESRI Developer Network (EDN)	
	Annual License for ESRI Developer Network (EDN) without ArcView	\$1,476.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$1,959.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$2,927.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$3,894.00
14	For Customers Who Already Subscribe to EDN	
	Add-on ArcView to a Current EDN Single Use License—One per EDN License	\$509.00
	Add-on ArcEditor to a Current EDN Single Use License—One per EDN License	\$1,476.00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	\$2,443.00
14	Software Upgrades	
	EDN with ArcView Upgrade to ArcEditor Single Use	\$992.00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	\$1,959.00
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	\$992.00
	Technical Support (10 calls) for ESRI Developer Network (EDN)	\$2,000.00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,200.00
15	Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcGIS Desktop 9.3	\$100.00
	Additional ArcGIS Hardware Key (USB)	\$50.00
	Additional ArcGIS Hardware Key (Parallel)	\$50.00



MASTER PURCHASE AGREEMENT

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

State of Arizona Contract Number
ADSP010-00000131

ESRI Contract Number
2009MPA4087

This Master Purchase Agreement ("MPA" or "Agreement" or "Contract") is between the governmental body ("Customer") identified below and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement enables Customer to acquire ESRI geographic information system (GIS) Software, Data, Web Services, Documentation or services over a defined period of time (some software licenses are perpetual; others are subscription with term limits.)

Mandatory Customers - The contract shall be for the mandatory use of State of Arizona, departments, commissions and boards subject to the authority of the Arizona Procurement Code and the State Procurement Office (Non-exempt State Agencies). Non-exempt State Agencies that have a requirement for the products and/or services within the scope of the contract must source their requirement under the contract. Non-exempt State Agencies that have a requirement for the products and/or services within the scope of the contract but seek to source their requirement outside of the contract, must obtain prior written authorization.

Permissive Customers - The contract shall be for the permissive use of State of Arizona, departments, commissions and boards that are not subject to the authority of the Arizona Procurement Code or the State Procurement Office (Exempt State Agencies) as well as members of the State Purchasing Cooperative (Cooperative Members). Exempt State Agencies and Cooperative Members that have a requirement for the products and/or services within the scope of the contract may source their requirement under the contract at their sole discretion. In order to participate, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by the A.R.S. 41-2632. An up-to-date list of Cooperative Members, and a copy of the current Cooperative Agreement, may be found at http://azdoa.gov/agencies/spo/api_coop.asp.

This Agreement comprises the following documents:

1. Master Purchase Agreement (MPA) Signature Page, E111M 11/06
2. MPA - State Of Arizona Statutory Terms And Conditions
3. MPA - ESRI State and Local Terms and Conditions, E500M 11/06
4. Master License Agreement (MLA)
 - a. MLA - General License Terms and Conditions, E200M 6/08
 - b. MLA - ESRI Exhibit 1, Scope of Use, E300 12/09
5. MPA Price List E418SH 2Q2010
6. Attachment 1 - ESRI US Software Maintenance Program, Dated October 21, 2008
7. Attachment 2 - ESRI Product Life Cycle Support Policy, June 25, 2009

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

STATE OF ARIZONA
(Customer)

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (ESRI)

By: Maureen L. McGovern

Maureen L. McGovern, Senior Procurement Specialist
State of Arizona, State Procurement Office
100 North 15th Ave. #104, Phoenix, AZ 85007
Phone: 602-542-9125
Email: Maureen.mcGovern@azdoa.gov

Date: June 25, 2010

By: Chris Johnson

Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: June 25, 2010



ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

MPA – State of Arizona Statutory Terms and Conditions

Attachment to Agreement

State of Arizona Number ADSP010-00000131 • ESRI Contract Number 2009MPA4087

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1. **Applicable Law** – In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
 2. **Non-Availability of Funds** – In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. In accordance with ARS § 35-151 C, no encumbrance document or purchase order may be approved by or for any budget unit which will involve an expenditure of any amount in excess of the unencumbered and unexpended balance of the appropriation or fund source to which the resulting expenditure will be chargeable.
 3. **Audit** – In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
 4. **Conflict of Interest** – In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
 5. **Non-Discrimination** – In accordance with ARS § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
 6. **E-Verify** – In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
 7. **Scrutinized Businesses** – In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
 8. **Arbitration** – In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.



MPA
ESRI STATE AND LOCAL
MPA TERMS AND CONDITIONS
E500M 11/06

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

All definitions in other parts of the MPA shall have the same meaning in this ESRI MPA Terms and Conditions. In addition, the following definitions apply to this MPA:

- a. **"Attachment"** means any item specifically referenced herein and required to be included as a part of this Contract.
- b. **"Contractor"** means ESRI.
- c. **"Customer"** means the State of Arizona and the Mandatory or Permissive Customers as defined in the MPA Signature Page section.
- d. **"Exhibit"** means any item labeled as an Exhibit in the Contract, or placed in the Exhibits section of the Contract.
- e. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- f. **"Master Purchase Agreement"** ("MPA" or "Agreement" or "Contract" means the following documents:
 1. Master Purchase Agreement (MPA) Signature Page, E111M 11/06
 2. MPA State Of Arizona Statutory Terms And Conditions
 3. MPA—ESRI State and Local MPA Terms and Conditions, E500M 11/06
 4. Master License Agreement (MLA)
 - a. MLA—General License Terms and Conditions, E200M 6/08
 - b. MLA—ESRI Exhibit 1, Scope of Use, E300 12/09
 5. MPA Price List, E418SH 2Q10
 6. Attachment 1—ESRI US Software Maintenance Program, dated October 21, 2008
 7. Attachment 2—ESRI Product Life Cycle Support Policy, dated June 25, 2009
- g. **"Licensee"** means the Customer that places an order pursuant to this Agreement.
- h. **"License Agreement"** means Master License Agreement (MLA) number 2010MLA4087 comprised of:
 - a. MLA—General License Terms and Conditions, E200M 6/08
 - b. MLA—ESRI Exhibit 1, Scope of Use, E300 9/09B
- i. **"State Fiscal Year"** means the period beginning July 1 and ending June 30.
- j. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract, with the exception of ESRI's Third Party Licensors.
- k. **"Third Party Licensors"** means vendors who license their intellectual property to ESRI which is integrated into ESRI Software, Data, and or Web Services.

ARTICLE 2—TERM OF AGREEMENT

2.1 MPA Term. The right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement, for a maximum total of five (5) years. The term of any Software, Data, or Web Services licenses ordered through this Agreement shall be as stated in the License Agreement. ESRI may elect to not renew this Agreement should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars (\$50,000.00) per year or one hundred thousand dollars (\$100,000.00) for any two (2)-year period.

2.2 Survival of License Agreement. Upon full payment of the applicable license fee and expiration of this Agreement, the License Agreement will survive, and Licensee may continue to use the Software in accordance with the terms and conditions set forth in the License Agreement. Licensee may then directly and separately contract for Software maintenance.

ARTICLE 3—PRODUCT

3.1 Discontinued Items. ESRI may, at its sole discretion, discontinue offering any Software, Data, Web Services, Documentation, or other product and services included in this Agreement at any time upon reasonable written notice per Product Life Cycle Support Policy, attached to this Agreement and incorporated herein by this reference.

3.2 New Items. The Agreement enables Licensee to acquire ESRI version 9.3.1 Software, Data, Web Services, Documentation and related maintenance. ESRI may propose new or updated GIS Software, Data, Web Services, Documentation (such as version 10.0), bundled hardware, services, or larger quantity discount pricing by providing written notice to the State. Any such changes to the product offerings, including any related additional license terms and product pricing, would be made through a bilateral amendment to the Agreement. ESRI may decline to provide Licensee with updated or new Software, Data, Web Services, and Documentation until a written modification or amendment to this Agreement has been executed that incorporates revised or updated terms. Licensee will not install new or updated Software, Data, or Documentation and is prohibited from using/accessing the new or updated Software, Data, Web Services, and Documentation, until a written modification or amendment to this Agreement has been executed.

ARTICLE 4—COMMERCIAL OFF THE SHELF SOFTWARE

4.1 Grant of License - Use Restriction to United States

The Agreement enables Licensee to acquire ESRI commercial-off-the-shelf geographic information system (GIS) Software, Data, Web Services, Documentation and maintenance. The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—RESERVED

ARTICLE 6—TERMINATION

6.1 Termination for Convenience. This Agreement may be terminated by either party upon forty-five (45) days' written notice.

6.2 Termination for Breach. Without prejudice to any other right or remedy available, this Agreement may be terminated for breach provided the breaching party is given forty-five days' written notice. Termination of this Agreement shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to ESRI in breach of this Agreement.

6.3 Licensee Obligations Upon Termination. On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement.

6.4 License Survival. Upon expiration of this Agreement or voluntary termination of this Agreement for the convenience of Licensee, Licensee may continue to retain and use such licensed Software, Data, Web Services, and Documentation in accordance with the License Agreement. Licensee may then directly and separately contract for Software maintenance.

6.5 Gratuities. The State may, by written notice, terminate this Agreement if the State determines that employment or a Gratuity was offered or made by ESRI or a representative of ESRI to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by ESRI.

6.6 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not

currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

ARTICLE 7—ORDERS

7.1 No Minimum Purchase. Customer does not guarantee to purchase any certain quantity under this Agreement.

7.2 Licensee Purchase Orders. Licensee shall issue purchase orders to ESRI for Software, Data, Web Services, Documentation, or services based on the pricing specified in this Agreement. Orders sent directly to ESRI should be sent to: Environmental Systems Research Institute, Inc. (ESRI), W3-400 – 380 New York Street, Redlands, CA 92373-3800 or via email to: service@esri.com. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order shall require approval by ESRI and the State of Arizona, via a written modification to this Agreement, to be binding.

7.3 Purchase Order Requirements. The following information shall be included in each purchase order:

- a. Name or identification of Licensee, place of delivery, and the end user name and contact information
- b. Purchase order number
- c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
- d. Primary license site for maintenance if secondary maintenance is ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Subject to State of Arizona Contract No. ADSPO10-00000131, ESRI Agreement No. 2009MPA4087. No other terms shall apply."

7.4 Registration/Keycode Request. To activate Software subject to a License Manager, Licensee may be required to register or obtain a keycode through ESRI's Web site at myESRI.com or through ESRI's Customer Service Department.

7.5 Cancellation of an Order. Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, within a twenty (20) days' written notice to ESRI. There will be no cancellation charge for canceled Software, Data, or Documentation unless such Software, Data, or Documentation has been delivered. If the Software, Data, or Documentation has been shipped, the cancellation will require Licensee payment of return shipping costs. For products returned under warranty, see the clauses related to warranty found in the License Agreement. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

ARTICLE 8—RESERVED

ARTICLE 9—PRICING

9.1 General Pricing. ESRI will provide Software, Data, Web Services, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated MPA Price List includes shipping, but excludes installation, and applicable taxes. Shipping is prepaid by ESRI.

9.2 Reserved

9.3 Reserved

9.4 Reserved

9.5 Freight. Freight terms are FOB Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order, with freight charges prepaid and added to the unit-price for all products available under this Agreement. ESRI shall not assess the shipping fee in the form of a line item in the quotation or invoices. Standard shipping is by two (2)-day air via UPS or equivalent carrier. The State will notify the contractor promptly of any damaged goods.

9.6 Applicable Taxes. Licensee is subject to all applicable state and local transaction privilege taxes. Licensee agrees to pay taxes to ESRI when provided written notice they are due, and ESRI agrees it has the responsibility to remit these taxes to the appropriate agency. ESRI shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Licensee agrees that all tax status information is presented accurately upon which the Contractor shall rely, and holds the State of Arizona harmless from any responsibility for remittance of taxes to the appropriate agency,

damages and interest, if applicable, and contributions required under Federal, and/or state and local laws and regulations. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

ARTICLE 10—MAINTENANCE

ESRI will provide maintenance, comprising updates and technical support as specified in the ESRI US Software Maintenance Program last edited October 21, 2008 attached to this Agreement and incorporated herein by this reference.

Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing provided in this contract. Upon acceptance of an ESRI quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term. If maintenance lapses, Licensee must pay back maintenance fees to reinstate maintenance.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Software, Data, and Documentation will be invoiced one-hundred percent (100%) upon shipment. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Software and hardware installation and training services, as applicable, will be invoiced upon completion. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

11.2 Acceptance. Unless rejected in writing, acceptance of any shipment of Software, Data, and Documentation shall be presumed to have occurred fifteen (15) days after receipt of shipment by Licensee. Acceptance of Web Services occurs upon issuance of access codes.

11.3 Rejection of Order. ESRI may reject a purchase order(s) from a Mandatory Customer or a Permissive Customer if that Mandatory Customer or that Permissive Customer fails or refuses to pay any license or service fee due and payable.

ARTICLE 12—RESERVED

ARTICLE 13 – AGREEMENT ADMINISTRATION.

13.1 Reporting and Fees

- a. **Reporting** – The Contractor shall be required to furnish quarterly contract usage reports to the State Procurement Office (SPO) in a format as required by SPO, at no additional cost to the State.
- b. **Administrative Fee** – The Contractor shall assess administrative fees in the amount of one percent (1%) of all sales, not including taxes, to members of the State Purchasing Cooperative. Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services available under this Agreement. All administrative fees shall be remitted to the State Procurement Office at 100 N. 15th Avenue, Suite 104, Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December.
- c. **Advertising, Publishing and Promotion of Contract** - Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the State Procurement Officer.

13.2 Changes to Agreement

- a. **Amendments** – This Agreement is issued under the authority of the State Procurement Officer who signed this Agreement. The Agreement may be modified only through an amendment within the Scope of the Agreement. Substantive changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing, or changes made unilaterally by either party, are violations of the Agreement and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and ESRI shall not be entitled to any claim under this Agreement based on those changes. Minor changes made by the State Procurement Officer, such as posting updated Reseller lists or other attachments, are allowed to be made unilaterally for contract administration purposes and do not fall under this section.

- b. **Assignment and Delegation** - Except for a sale of all or substantially all of the assets of ESRI (in which case ESRI shall provide the State of Arizona with reasonable notice), ESRI shall not assign any right nor delegate any duty under this Agreement without the prior written approval of the State Procurement Officer. The State shall not unreasonably withhold approval.
- c. **Price Increases** - In accordance with R2-7-363(C)(1) and (2), price adjustment increases may be allowed by the State only after the Agreement has been in place for at least one (1) year. ESRI shall submit all requests for price adjustment increases in writing, electronic or hard copy formats.

13.3 State's Contractual Remedies

- a. **Right to Assurance** - If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the State Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- b. **Non-Exclusive Remedies** - Except as provided in section 6.6 of the License Agreement 2010MLA4087, where it is not in conflict with Article 9 of the Arizona State Procurement Code, the rights and the remedies of the State under this Agreement are not exclusive.
- c. **Right of Offset** - As limited by the limitation of liability, the State shall be entitled to offset against any sums due the Contractor, any reasonable expenses or costs incurred by the State, or damages awarded to the State concerning the Contractor's non-conforming and uncured performance or material breach of performance under the Contract.
- d. **Third Party Antitrust Violations** - The Contractor assigns to the State any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

ARTICLE 14-- RISK AND LIABILITY

14.1 Indemnification - The parties to this Agreement agree that the State of Arizona, its departments, agencies, boards, commissions and universities shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

14.2 Insurance Requirements: ESRI and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by ESRI, his agents, representatives, employees or subcontractors. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect ESRI from liabilities that might arise out of the performance of the work under this Agreement by ESRI, its agents, representatives, employees or subcontractors, and ESRI is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: ESRI shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability -- Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products -- Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability -- Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with*

respect to liability arising out of the activities performed by or on behalf of the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of ESRI.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of ESRI.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease - Each Employee

\$ 500,000

Disease - Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of ESRI.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Technology Errors and Omissions Insurance:**

Each Claim - \$1,000,000; Annual Aggregate - \$1,000,000.

Coverage to include:

- Systems analysis;
- Software design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, ESRI warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by ESRI, even if those limits of liability are in excess of those required by this Agreement.
2. ESRI's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by ESRI shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after ESRI's insurance provider uses best efforts to provide thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the State of Arizona contact as provided in this document and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect ESRI from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** ESRI shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the State of Arizona contract representative identified in this Agreement. The State of Arizona Agreement Number shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** ESRI's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. All such certificates must reference the State of Arizona Agreement number. The term "Subcontractor" shall not include ESRI's Third Party Licensors.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Agreement shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 15—GENERAL PROVISIONS

15.1 Order of Precedence. In the event of a conflict between or among the terms of the Agreement, the order of precedence shall be the first-listed document having the highest precedence and the last-listed document having the lowest precedence, as follows:

1. Master Purchase Agreement (MPA) Signature Page, E111M 11/06

2. MPA - State Of Arizona Statutory Terms And Conditions
3. MPA - ESRI State and Local Terms and Conditions, E500M 11/06
4. Master License Agreement (MLA)
 - a. MLA - General License Terms and Conditions, E200M 6/08
 - b. MLA - ESRI Exhibit 1, Scope of Use, E300 12/09B
5. MPA Price List E418SH 2Q2010
6. Attachment 1 - ESRI US Software Maintenance Program, Dated October 21, 2008
7. Attachment 2 - ESRI Product Life Cycle Support Policy, June 25, 2009

15.2 Contract Interpretation

- A. **Implied Contract Terms** - Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- B. **Severability** - The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- C. **No Parole Evidence** - This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- D. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

15.3 Liens - ESRI warrants that the materials supplied under this Agreement are free of third party liens and shall remain free of liens.

15.4 Notice. Notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address by giving prompt written notice to the other party of the change.

State of Arizona Contact:

Maureen L. McGovern
 Senior Procurement Specialist
 Arizona Dept of Admin/State Procurement
 100 N. 15th Avenue, Phoenix AZ 85007
 Phone: 602-921-9125
 Fax: 602-542-5508
 Email: Maureen.mcGovern@azdoa.gov

ESRI Contact:

Manager, Contracts and Legal Services
 ESRI
 380 New York Street
 Redlands, CA 92373-8100
 Phone: 909-793-2853
 Fax: 909-307-3020



MLA
GENERAL LICENSE TERMS AND CONDITIONS
(E200 6/08)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Agreement No. 2010MLA4087

This ESRI Master License Agreement ("License Agreement") is between Licensee and Environmental Systems Research Institute, Inc. ("ESRI"). The License Agreement includes (i) the General License Terms and Conditions (E200), and (ii) the Exhibit 1 (E300). The parties acknowledge that they have read and understood this License Agreement and agree to be bound by the terms and conditions hereof.

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data" means any ESRI or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under this License Agreement.
- c. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- e. "Software" means all or any portion of ESRI's proprietary software technology accessed or downloaded from an authorized ESRI Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or ESRI or third-party data provided by ESRI that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Software, Data, Web Services, and Documentation are licensed and not sold. ESRI and its licensors own Software, Data, Web Services, and Documentation, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. ESRI and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this License Agreement, ESRI grants to Licensee a personal, nonexclusive, nontransferable license solely to

- a. Use the type and number of copies of Software, Data, and Documentation and access Web Services (i) for which the applicable license fees have been paid, (ii) for Licensee's own internal use, and (iii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by ESRI.
- b. Access and use any secure ESRI Web site resources made available to Licensee for Licensee's own internal use, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

3.2 Beta License. Licensee may be accepted into a current Beta Testing Program.

- a. If accepted into the Beta Testing Program, ESRI will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free license to use Beta at the authorized and identified test sites solely for the purpose of testing Beta as delivered, in accordance with the Beta Testing Program guidelines and the terms of this License Agreement. This grant of license is effective from the date accepted into the program or date of

receipt of any Beta until the date of the commercial release of Software from ESRI Customer Service or the date of termination of the Beta Testing Program for the specific Beta, whichever is sooner.

- b. Licensee agrees to provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to ESRI with respect to Beta. ESRI retains title to such comments and may freely use, disclose, reproduce, license, distribute, and otherwise commercialize any Feedback.
- c. Beta and Feedback contain confidential information and trade secrets that are proprietary to ESRI. Licensee agrees to use commercially reasonable means (at least as great as those used by Licensee for its own confidential information) to maintain the integrity, confidentiality, and ESRI proprietary rights in Beta and Feedback.
- d. Beta is subject to change prior to its commercial release or may never be commercially released. Licensee acknowledges that Beta is not suitable or licensed for full use in any production system and accepts all responsibility for use and any results generated.

3.3 Evaluation License. ESRI may from time to time offer Term License(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

3.4 Consultant or Contractor Access. Subject to Section 3.1, ESRI grants Licensee the right to provide access to and use of Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee exclusively for the benefit of Licensee. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement. Access to or use of Software, Data, Web Services, and Documentation by consultants or contractors not exclusively for the benefit of Licensee is prohibited.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensors: "Portions of this document include intellectual property of ESRI and its licensors and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* ESRI and its licensors. All rights reserved."

4.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share Software, Data, Web Services, or Documentation. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to Software, Data, Web Services, and Documentation. A commercial ASP means a Licensee who uses Software, Data, Web Services, or Documentation for a site or service and operates the site or the service for a profit or generates revenue by charging for access to the site or service.
- b. Licensee shall not redistribute Software, Data, or Web Services to unauthorized third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI.
- c. Licensee shall not reverse engineer, decompile, or disassemble Software, Data, Web Services, or Documentation except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to or use of Software, Data, Web Services, and Documentation.
- e. Licensee shall not redistribute Software registration number/license authorization file(s), developer license file(s), or Web Services access codes to unauthorized third parties without the prior approval of ESRI.
- f. Licensee shall not use Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any ESRI or its licensors' patent, copyright, trademark, or proprietary rights notices contained in or affixed to Software, Data, Web Services, or Documentation.
- h. Licensee shall not unbundle individual or component parts of Software or Data for independent use.

ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. This License Agreement and any licenses granted hereunder shall continue until (i) such time that Licensee elects in writing to discontinue use of Software, Data, Web Services, or Documentation and terminates the license; (ii) expiration of a Term License; or (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of a license, Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) uninstall, remove, and destroy all Software, Data, and Documentation and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to ESRI.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, ESRI warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) media on which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

6.2 Data and Web Services Disclaimer. Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, ESRI and its licensors do not warrant that Data and Web Services will meet Licensee's needs or expectations, that the use of Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensors are not inviting reliance on Data or Web Services, and Licensee should always verify actual Data or Web Services.

6.3 Special Disclaimer. SAMPLES, HOT FIXES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, HOT FIXES, EVALUATION SOFTWARE, AND BETA.

6.4 Internet Disclaimer. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (iii) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

6.5 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.6 Exclusive Remedy. Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for Software or Documentation that does not meet ESRI's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation and executes and delivers evidence of such actions to ESRI.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO

THIS LICENSE AGREEMENT OR USE OF SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Software, Data, Web Services, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that Software infringes a U.S. patent, copyright, or trademark, provided

- a. Licensee promptly notifies ESRI in writing of the claim;
- b. Licensee provides documents clearly describing the allegations of infringement;
- c. ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. Licensee would reasonably cooperate in the defense of the claim.

8.2 If Software is found to infringe a U.S. patent, copyright, or trademark, ESRI, at its own expense, may either (i) obtain rights for Licensee to continue using Software or (ii) modify the allegedly infringing elements of Software while maintaining substantially similar software functionality or data/informational content. If neither alternative is commercially reasonable, the infringing item(s) shall be returned to ESRI, the license shall terminate, and Licensee shall uninstall the infringing items. ESRI's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and to refund license fees paid by Licensee for the infringing item(s), prorated on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery.

8.3 ESRI shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement of Software by (i) the combination of or integration with a product, process, or system not supplied by ESRI; (ii) material alteration by anyone other than ESRI or contractors acting on behalf of ESRI; (iii) use after Licensee has been notified of possible infringement; or (iv) use after modifications are provided or a return is ordered by ESRI under Section 8.2.

8.4 In no event shall the indemnification set forth in this Article 8 apply to any Samples, hot fixes, Beta, or evaluation software delivered hereunder.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Orders. Software, Data, Web Services, and Documentation acquired under this License Agreement shall be governed by the terms and conditions contained herein, except that, version updates to Software, Data, Web Services, and Documentation or released new Software, Data, Web Services, and Documentation may require additional or revised terms for installation and use/access by Licensee. ESRI may decline to provide Licensee with updated or new Software, Data, Web Services, and Documentation until a written modification or amendment to this License Agreement has been executed that

incorporates revised or updated terms. Contractor will not sell, nor will Licensee install, new products or updated Software, Data, or Documentation and is prohibited from using/accessing the new or updated Software, Data, Web Services, and Documentation, until a written modification or amendment to this License Agreement has been executed.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release Software, Data, Web Services, or Documentation, in whole or in part, to (i) any U.S. embargoed country (or to a national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to U.S. export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this License Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding upon the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor that has acquired Software, Data, Web Services, or Documentation under contract to the government may assign this License Agreement to its government customer upon written notice to ESRI, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.8 Government Licensee. The Software, Data, Web Services, and Documentation are commercial computer software, commercial data, commercial computer software documentation, and commercial Web Services. This License Agreement contains ESRI's commercial license terms and conditions for such items. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of the Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by ESRI and Licensee. ESRI Software source code is unpublished and all rights to the Software, Data, Web Services, and Documentation are reserved under copyright laws of the United States. In the event any court, arbitrator, or board holds that Licensee has greater rights to any portion of the Software, Data, Web Services, or Documentation under applicable public procurement law, such rights shall extend only to the portion affected, and use, duplication, or disclosure by Licensee is subject to restrictions as provided in FAR 52.227-19(b) (DEC 2007), FAR 52.227-14 (ALT III) (DEC 2007), DFARS 252.227-7015 (NOV 1995), or NFS 1852.227-86 (DEC 1987), or the local, state, or foreign equivalent, as applicable.

9.9 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits such as access to technical support, specified in ESRI's US Software Maintenance Program last edited Updated October 21, 208, attached hereto and incorporated herein by this reference.



MLA
EXHIBIT 1
SCOPE OF USE
(E300 12/09)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Desktop GIS

- ArcReader (20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26, and 44)
- ArcInfo (2, 25, 26, and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40, and 45)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 38, 39, 40, and 45)
 - ArcGIS Server Geoportal Extension (either 4 or 5 and 7, 47, and 52)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, or 5 and 31)
- Tracking Server (either 4 or 5 and 31)
- ArcGIS Server Image Extension (either 3, 4, or 5 and 8, 31, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5 and 8, 25, and 31)
- ESRI Business Analyst Server (5, 8, 9, 21, 25, 28, 31, 39, 40, 45, and 48)

Mobile GIS

- ArcPad (1, 12, 13, and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16, and 25)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25, and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)
- ESRI Business Analyst Server Developer (6, 25, 35, and 51)

- The ArcGIS Web Mapping APIs (including JavaScript™, Adobe® Flex®, Microsoft® Silverlight™/WPF™, SOAP, and REST) (6, 33, 35, 53, and 54)

GIS Viewers and Connectors

- MapIt (11, 25, 31, 35, 49, and 50)
- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS for AutoCAD (1, 20, and 25)
- Geoportal Clients for ArcGIS (7, 20, and 52)

Business GIS

- ESRI Business Analyst (1 or 2 and 25, 45, and 48)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Connect (6, 20, 25, 34, 35, and 46)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator (1, 25, and 46)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production

- Maplex (1)
- Military Overlay Editor (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System—Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5 and 7)

Web Services

- ArcGIS Online Standard Services (6, 25, 33, 34, and 35)

Data

- ESRI Data & Maps (either 1 or 3, 4, or 5 and 23 and 37)
- ESRI Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)
- Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Sourcebook•America (1 and 21)
- ArcGIS Data Appliance (6, 23, 25, and 41)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer as long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time.
2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Staging Server License." In addition to the Development Server License rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License." In addition to the Staging Server License rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
6. Provided only as a Term License.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.
11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
12. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI's rights in its Software, Data, Web Services, and Documentation to the same extent as the ESRI License Agreement including, but not limited to, the following terms:
 - a. Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
 - b. Sublicensee may not use any ESRI Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The deployment license is per application per computer.
19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certificated files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all the following occur: (a) The Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.

22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by ESRI from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to ESRI, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. An ArcSDE Personal Edition geodatabase is restricted to four (4) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independently of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
29. Can only be used with SQL Server 2005/2008 Express.
30. Restricted to a maximum total of four (4) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. a. ArcGIS Online Standard Services may only be utilized in conjunction with the following Software:
- i. ArcGIS Desktop
 - ii. ArcGIS Server (including the Web ADF)
 - iii. ArcGIS Mobile
 - iv. ArcGIS Explorer
 - v. ESRI Business Analyst Server Developer
 - vi. MapIt
 - vii. The ArcGIS APIs (including JavaScript, Adobe Flex, and Microsoft Silverlight/WPF)
 - viii. ArcLogistics Connect
- b. Licensee's access and use of ArcGIS Online Standard Services shall be subject to Licensee's consent to the terms and conditions of ESRI Web Site and Service Terms of Use Agreement (G-577) found at <http://www.esri.com/legal/>.
- c. ArcGIS Desktop Licensees that are current on maintenance may access and use Microsoft Bing Maps™ subject to Licensee's consent to the terms and conditions of Bing Maps for ArcGIS Desktop Users Services Agreement (G-600) found at <http://www.esri.com/legal/>.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Standard Services with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.

39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Editor for every four (4) cores of ArcGIS Server Image extension that is licensed. Additional Service Editor desktop deployments can be licensed for an additional fee.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use license management software in a separate operating system environment for temporary failover support.
45. Data licensed with ESRI Business Analyst and ESRI Business Analyst Server are restricted to use with the respective Business Analyst extension and are not for general use with ArcGIS Desktop or ArcGIS Server Software.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may only use the Software in conjunction with a minimum of ArcGIS Server Standard.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the ESRI reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior, written permission of ESRI. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. ESRI MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of the Spatial Data Assistant for each ESRI MapIt Server License.
51. ESRI Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of ESRI. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU's General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Deployment license options are as follows:
 - a. A license for Web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, in example.com or example.com.xx (where xx is a registered country code), example is the principal registered unique domain identifier.
 - b. A license for desktop applications is per organization. For the purposes of this license, organization is equivalent to an SLD (Second Level Domain) name. For example, desktop applications can be used by any employee of an organization with a registered SLD name. There is no limit to the number of applications that can be built and deployed within an organization.
54. Licensee may not, under any circumstances, seek a patent or other similar right granted in a foreign jurisdiction on the Software, whether alone or in any product, process, or method incorporating the Software. Sublicensees of any derivative works are likewise prohibited from seeking such patent or similar right on the Software. Additionally, the Software shall not be used in any preferred embodiments of patented products, processes, or methods. Any attempts to seek a patent or similar right that includes or covers the Software shall render this License void, and all rights granted under this License shall be immediately revoked.



ATTACHMENT 1

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ESRI U.S. Software Maintenance Program

Last edited: October 21, 2008

Introduction

The purpose of this software maintenance program document is as follows:

- Describe the ESRI Software Maintenance Program's benefits for U.S. customers.
- Describe maintenance subscription quoting and invoicing procedures.
- Provide definitions of maintenance-, product-, and support-related terminology used by ESRI.
- Describe the services provided by ESRI Support Services.
- List general procedures and conditions including contact information and requirements.

The ESRI Software Maintenance Program is a cost-effective and comprehensive program that includes technical support, software updates, and many other benefits. Typically, maintenance for the first year is automatically included when a qualifying software product is licensed.

As a participant in the software maintenance program, you will receive the newest versions of ESRI software automatically upon release, at no additional charge. This allows you and your organization to keep up with the latest software technology developments, take advantage of usability improvements, and manage software licenses more easily. Being part of the ESRI Software Maintenance Program provides you with the following:

- Automatic shipment of software updates to keep your ESRI products current
- ESRI Support Services Standard Support
- Registrations (where applicable) to the annual ESRI International User Conference
- Priority consideration for ESRI's Software Beta Program to preview and test software prior to general release
- Subscriptions to ArcNews and ArcUser
- Advance and exclusive notification of software promotions, when offered

Definitions

Throughout this document and on ESRI's maintenance Web pages, ESRI uses a group of terms related to maintenance. Below you will find definitions of these terms as they relate to this program. Please refer to these definitions as you read this document or navigate the Web site.

Authorization File

An authorization file is part of the ESRI copy protection technology used by ArcGIS Desktop and ArcGIS Server products. The authorization file must be accessible by your ESRI software in order to enable the software for use. The authorization file contains information regarding the feature name, version number, time-out date (if applicable), registration number, and authorization code.

Authorized Caller

An authorized caller is an individual designated by the customer who can contact ESRI to request technical support (e.g., to report software incidents or request assistance with software use). If the customer does not notify ESRI with the name of the authorized caller, the first person to call in to request support services becomes the default authorized caller.

If the currently designated authorized caller is no longer the appropriate contact for this assignment (e.g., resigns from the company, changes jobs), the customer should inform ESRI who the new authorized caller will be. The customer can change its authorized caller list at any time by notifying ESRI Support Services.

Concurrent Use Software License

A concurrent use license permits execution of the software on any computer on the network. The number of concurrent use licenses determines the number of software enablements available to users who can run the applications concurrently. However, each user accesses a software enablement only when it is needed since a

concurrent use license is not locked to a single computer and, as such, can "float" on a network.

Customer Number

A customer number uniquely identifies each ESRI customer site. The customer number is between one and six digits and may also be referred to as an "end user" or "client ID" number on the invoice and/or packing list that is shipped with ESRI software.

Developer Product

Developer product is software, data, or documentation licensed for development use only. Distribution or deployment licenses for developed materials may be available if applicable and appropriate license fees are paid.

Development Server License

This is a license for server-based software that resides on a single computer to design and build applications that interface with or utilize server software.

Floating

Floating refers to a style of copy protection where a pool of software enablements can be shared by a group of users. Since the software enablements are not unique to a single computer, they float on a network.

Technical Support

Technical support is used as a generic term to describe all the technical assistance or help desk services or programs for any software program through ESRI Support Services or the Premium Support Services program.

Incident

An incident is a request placed to ESRI Support Services regarding a technical question, problem, or difficulty faced when attempting to work with any ESRI software program.

Keycode

A keycode is a unique number in the feature line of your license or authorization file that controls access to your software. ESRI software products that are licensed as concurrent use (floating) or node-locked use keycodes as part of the copy protection technology.

The keycode contains information that allows access only to the parts of the software that have been licensed. The keycode also contains information on the number of software enablements that have been licensed.

Software License

This specifies the right to use a software product or component as defined by the terms and conditions in the ESRI software license agreement.

License File

Part of the concurrent use license copy protection technology, a license file contains information such as the name of the ESRI software products or software extensions licensed and the number of software enablements.

Maintenance

Maintenance is a collection of benefits accompanying the initial licensing of a qualifying software product, which includes technical assistance and software updates. Maintenance may also include ESRI International User Conference registrations and discount promotions. Maintenance can be renewed on an annual basis.

Maintenance Renewal Quote

This is a noninvoice notification, issued 90 days before the expiration of a maintenance term, to all customers who have current maintenance subscriptions that are nearing the maintenance term expiration date. The quote is sent to the point of contact who has been designated to receive all maintenance-related correspondence from ESRI. The maintenance quote is sent via e-mail or fax and contains information about the forthcoming software maintenance term including type of software licensed and quantity of licenses, type of maintenance subscription (primary or secondary), start and end dates of the maintenance term, and the anticipated maintenance renewal fees due for each type of maintenance subscription. Maintenance renewal quotes are valid for 90 days from date of issuance.

Maintenance Term

This refers to the maintenance subscription duration, commonly in 12-month increments, as defined by the maintenance start and end dates, during which customers with licensed products under maintenance are entitled to receive applicable maintenance benefits.

Node-Locked License

This is a dedicated software enablement that allows a fixed number of users to use the software concurrently on one computer. This license model is no longer available.

Primary Maintenance

Part of a two-tiered maintenance program structure, primary maintenance is a business model for maintenance, allowing the 1st and then every 10th software license to be categorized as eligible for various maintenance benefits.

Prorating

With regard to a maintenance term, prorating indicates that software maintenance dates will be synchronized so that all licensed ESRI software products offering a maintenance subscription reflect a common maintenance start and end date, regardless of when each was first licensed. The maintenance term for the first ESRI software product licensed will be the maintenance term to which all other maintenance terms for licensed products are synchronized. These prorated dates will be reflected on the maintenance renewal quote.

Registration Number

A three-letter, nine-digit number (ABC123456789) is used by ESRI to create an authorization file to enable your software. Every single-use and server product, including its extensions or options, has a unique registration number.

Secondary Maintenance

Part of a two-tiered maintenance program structure, this is a business model for maintenance, allowing 9 licenses out of every 10 to be categorized as eligible for various maintenance benefits, typically for a reduced cost.

Single Use License

A single use license restricts use of a software product to one machine. A license must be acquired for each computer or network access point that is intended to use the software, data, or documentation.

Software Enablements

ESRI software products utilize copy protection technology to enforce ESRI software licensing models. Software enablements refer to the information contained in the copy protection technology enabling one or more users to access the software. The ESRI authorization file or license file contains the information that specifically defines the number of software enablements the customer is entitled to, based on the type and quantity of customer licenses.

Staging Server License

In addition to development server license rights, staging server licenses provide the right to use the licensed software on a server computer for the following purposes: user acceptance testing, performance testing, load testing of third-party server software, staging new commercial data updates, training activities, and access by ESRI Developer Network (EDN) and non-EDN subscribers for testing/staging purposes only.

ESRI Support Services

ESRI Support Services provides software technical support to the ESRI user community.

Updates

Updates are a collection of files that correct a problem with a software program or improve the product through enhancements. Updates are distributed automatically to customers current on maintenance as part of the benefits of a maintenance subscription.

ESRI Support Services**Standard Support**

Standard Support is a comprehensive package designed to meet the needs of the majority of our customers. It includes all the components listed below:

Unlimited Telephone Support and Incident Logging

If a technical issue arises that you need help with, you can log an incident with ESRI Software Support over the phone. Standard Support hours are Monday through Friday, 5:00 a.m. to 5:00 p.m. (Pacific time). You are not limited in the number of times you can contact telephone support. You can reach us at 888-377-4575.

Secure Live Remote Support

If you prefer a more hands-on approach to resolving your incident, a technical support representative is equipped with a remote support tool to assist you. Each member of the Support Services staff can directly interact with your system using the secure Citrix® GoToAssist tool to find an expedient solution to your problem.

ESRI Online Support Center

The ESRI Support Center is a dynamic Web site that communicates new technical information to you and the ESRI user community in the form of updated product documentation, blog posts, technology announcements, and more. The ESRI Support Center can be found at <http://support.esri.com>.

As with phone support, you can also submit a support request using the ESRI Support Center.

ESRI Support Services—User Advocacy Group

The main mission of the User Advocacy Group (UAG) is to understand and respond to your concerns. UAG seeks to engage the user community in providing feedback to ESRI and collect this information to help shape the direction of GIS software at ESRI. This will be done through ESRI Support Services, ESRI beta programs, ESRI holistic testing, and direct feedback from you.

Hot Fixes

In some cases where an issue is determined to be a software defect, ESRI understands that workflows at times prevent our clients from waiting for the next software release or service pack. We have the capacity to address some software defects out of the standard release cycle in a software patch or hot fix. In these cases, Support Services has a framework in place for consistent evaluation of critical client issues to determine the appropriate course of action.

Knowledge Base

The extensive text-based Knowledge Base provides easily accessible solutions to technical questions. An advanced search engine enables you to rapidly search the entire Knowledge Base for the information you need. Knowledge Base can be accessed by navigating to <http://support.esri.com> and clicking the Knowledge Base tab.

User Forums

The ESRI software user forums are intended to provide you with a place to discuss your software questions with your peers. This is a helpful venue to ask questions and share knowledge about technical details and techniques for accomplishing tasks. The user forums can be accessed by navigating to <http://support.esri.com> and clicking the User Forums tab.

Web Help

Web-based help is an up-to-date version of the help system that was shipped with the product; new information is added and existing topics are updated as necessary. Web help can be accessed by navigating to <http://support.esri.com>, clicking the Knowledge Base tab, and clicking the Web-based Help link.

Product Documentation

Documentation includes How-To, FAQs, Tutorials, Tips and Tricks, Functionality Matrixes, Best Practices, and What's New? sections on ESRI's past and current products. Product documentation can be accessed by navigating to <http://support.esri.com>, clicking the Knowledge Base tab, and clicking the Product Documentation link.

Customer Care Portal

The Customer Care Portal allows you to track and manage your support incidents and reported software issues online. You can view current status, submission date, last activity, and resolution information for all your interactions with ESRI Support Services through the Customer Care Portal. The Customer Care Portal can be found at <http://customers.esri.com>.

Support Newsletters

All support customers can subscribe to *ArcNews*, which contains articles specific to Support Services. These articles contain technical and product information designed to enable our customers to work more effectively with ESRI software. To subscribe to *ArcNews*, visit www.esri.com and click *ArcNews* under the News tab.

Pay-As-You-Go Technical Support (Optional)

The Pay-As-You-Go Technical Support program is available for products that do not provide an annual maintenance plan. The intent is for this to be used by customers who have a short-term need for technical support assistance; otherwise, it's much simpler and more economical to purchase an annual unlimited technical support plan for that product. Customers may purchase a single support request by calling ESRI's Support Services and charging the call to a major credit card. The amount of the fee depends on which product is being used. Pay-As-You-Go may not be available for all ESRI software products; to determine whether your software product qualifies for Pay-As-You-Go, please refer to the Qualifying Software matrix found on ESRI's software maintenance pages at <http://www.esri.com/maintenance>.

During the course of pursuing and resolving an incident, if it is found that the cause of the incident is directly related to a defect in ESRI products, software, or documentation, ESRI will refund the Pay-As-You-Go fee. **Note:** The Pay-As-You-Go program is available only in the United States and is not available for software acquired under an EDN subscription.

Accessing ESRI Support Services

ESRI customers within the United States may contact Technical Support between 5:00 a.m. and 5:00 p.m. (Pacific time), Monday through Friday, except for ESRI holidays. International users should contact their local ESRI distributor for these services.

Tel.: 888-377-4575

Fax: 909-792-0960

E-mail: support@esri.com

Web: <http://support.esri.com>

By Telephone

Each reported Technical Support request is logged as an incident and given a unique identification number for your reference and tracking. After an incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the incident until it is resolved or determined to be a problem in the software. If a specialist is unavailable, the call is placed in a dispatch queue. The caller will then be contacted by the first available technical specialist.

By E-mail, Fax, or Web

For customers who do not want to telephone or who cannot reach Technical Support during normal Technical Support operating hours, fax, e-mail, and Web support are available. Requests through these channels are received 24 hours a day, 7 days a week, but are logged and assigned to a technical specialist beginning the next business day. Support requests are answered on a first come, first served basis. All incidents reported by fax, e-mail, or Web are given the same priority and level of attention as those reported by telephone.

No matter which communication channel you choose, all requests for technical support should contain detailed information about your technical issue. To help expedite a solution, technical specialists expect information that includes your type and version of ESRI software, hardware platform, and peripherals (if applicable); the version of operating system; a description of the problem; and your ESRI customer number. Please refer to the Preparing for Contacting Technical Support section below for additional details. Your technical specialist will respond by telephone, fax, or e-mail.

Resolution Time

Resolution times are dependent on factors that are often outside the control of Support Services or ESRI. These factors often include but are not limited to OS limitations, limitations based on user-designated workflow, security issues, integration with third-party applications, and customer availability. Usually, ESRI is able to answer questions and suggest solutions to incidents on the same day it receives requests, but the turnaround time for a response may depend on the complexity of the incident. While it is ESRI Support Services' goal to provide an acceptable resolution to all incoming issues, we cannot predict resolution time.

ESRI Support Center

International Technical Support Services

Technical support services for users outside the United States are provided by the ESRI international distributor responsible for the distribution and licensing of your software product in your geographic region.

If you are located outside the United States, please contact your local ESRI office or distributor for information regarding telephone, fax, e-mail, and online technical assistance available in your area. For a list of distributors, visit <http://www.esri.com/distributors>.

Preparing for Contacting Technical Support

When calling ESRI for technical assistance, be prepared to provide as much of the following information as possible:

- Your ESRI customer number
- The phone number and e-mail address where you can be reached
- The version of the software you are using
- The version of the operating system you are using
- The database you are using, if applicable
- A description of what you were doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

Technical Support Scope

ESRI Support Services defines the scope of support by technology for the primary reason of directing customers to the most appropriate ESRI resource or group. The scope of support outlines the responsibilities, definitions, workflows, policies, and procedures for ESRI Support Services to follow to consistently direct ESRI customers to the resources they need to be successful using our software.

- Technical assistance provided through ESRI Support Services is limited to unmodified ESRI software.
- Sample applications that ship with each product are provided for demonstration purposes and are considered unsupported.
- Patches received outside a product's life cycle deliverables are considered unsupported.
- For the most part, the level of support services provided for each product and version is described in detail on each product's [Life Cycle Support](#) chart. These charts and a full description of ESRI's Product Life Cycle policy are available on the [ESRI Support Center Web site](#), support.esri.com.
- Technical assistance through ESRI Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other like peripherals, except to answer questions of how

standard, supported devices interface to ESRI software.

- These terms and conditions are subject to change by ESRI without written notice.

Maintenance Program Subscription Quoting and Collection Process

ESRI's goal is to provide you with ample time to plan and respond, thus avoiding any interruption in your software maintenance term, which could impact access to technical support and other benefits of an applicable ESRI maintenance program.

ESRI strives to provide you and your organization with correct and timely information about your ESRI software maintenance. The maintenance subscription quotation process not only seeks to identify any discrepancies regarding your ESRI software licenses, but it is also meant to alert you that your current software maintenance term is about to expire.

Customer service representatives (CSRs) notify ESRI customers when maintenance subscriptions are soon to expire. If the customer wishes to renew maintenance, a quote is mailed to the customer. The process is as follows:

- **120 days before the expiration date of the maintenance term**
ESRI Customer Service sends a letter to your organization, addressed to the person who has been identified by your organization as the point of contact for maintenance matters. The purpose of this letter is to verify the accuracy of the contact information as well as ensure that the ESRI software license information that ESRI has on file is correct (e.g., license quantity or license type). Any discrepancies should be noted by you and sent back to ESRI Customer Service so that appropriate changes can be made to your customer file.
- **90 days before the expiration date of the maintenance term**
A maintenance subscription quote for the existing ESRI software licenses is sent to your organization and addressed to the person who has been identified by your organization as the point of contact. This maintenance subscription quote lists all your organization's ESRI software licenses under maintenance (type of license and quantity), maintenance term for those licenses, type of maintenance for each license (primary or secondary), and associated subscription fees for each license.
- **75 days before the expiration date of the maintenance term**
ESRI contacts you via e-mail or fax to confirm that the maintenance subscription quote has indeed been received. This is another opportunity for you to let ESRI know about any errors regarding your contact information or ESRI software licenses. Any errors noted by you should be communicated to ESRI Customer Service so that your customer record can be updated to reflect the correct information. Please note that you will be contacted only if ESRI has not received a purchase order or payment or some other form of communication from you regarding your maintenance.
- **30 days before the expiration date of the maintenance term**
A follow-up letter is sent to you if a purchase order or payment has not been received by ESRI. This letter serves to remind you of the impending expiration of the current software maintenance term and includes pertinent information about your account and your ESRI software licenses. Please be aware that a lapse in your maintenance subscription will affect your ability to receive technical support as well as your eligibility to receive any software updates that are released during a nonactive maintenance term. Other benefits, such as ESRI International User Conference registrations, may also be affected.
- **15 days before the expiration date of the maintenance term**
An ESRI Customer Service representative will call you to remind that you that your maintenance term will expire in 15 days. At the same time, Customer Service will also contact your regional office representatives to inform them of the same.
- **Day of maintenance expiration date**

If ESRI has not received a purchase order or payment by this date, you will receive a notification stating that your maintenance term has expired. However, while technical support will be extended for an additional 30 days, you will no longer be eligible to receive any software updates that are released after your maintenance term has expired. Any other benefits that are contingent on a current maintenance subscription will also be rescinded.

If a purchase order or payment is received during the extended 30-day technical support period, all benefits will be reinstated. However, if no purchase order or payment is received, you will no longer be able to receive technical support and your maintenance subscription will be considered to have expired.

To reinstate a maintenance subscription that has expired, users in the United States should contact [ESRI Customer Service](#). International users should contact their [local ESRI distributor](#).

Prorating Maintenance Terms

If multiple software products have been licensed throughout the course of a year by one customer, separate maintenance subscription quotes for each product are not issued. Instead, the maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed, with maintenance. Prorating to include all products on one quote allows easier organizational budgeting.

Reinstatement of Lapsed Maintenance Subscriptions

If maintenance has lapsed, back maintenance fees, in addition to the current fees, will be due to reinstate maintenance.

Payment Plans

Standard Payment Plan

Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance.

Customized Payment Plan

Customized payment plans can be tailored to the customer's specific needs, incurring an additional 12 percent uplift. The 12 percent service fee applies to maintenance subscriptions purchased quarterly in arrears and maintenance subscriptions that are billed quarterly or semiannually in advance. Fees are due and payable in accordance with the terms and conditions of the payment plan.

User Conference Registration

One of the benefits of software maintenance is a registration to the annual ESRI International User Conference. However, not all ESRI software products on maintenance qualify for a User Conference registration. Visit the [Qualifying Software](#) section to find out which products qualify for User Conference registrations.

User Conference registrations are offered under ESRI's standard commercial and federal maintenance programs. User Conference registrations may be offered based on different rules from those for nonstandard maintenance programs and any customized contracts. Specifically, the rules for User Conference registration for federal government contracts and educational site license contracts differ for each contract. The rules also do not apply to licenses and maintenance contracts under the ESRI Business Partner Program.

Maintenance for ArcGIS extension software and secondary maintenance for any software (except ArcGIS, ArcView, and ArcEditor) do not include any entitlement for User Conference registrations. Only the standard maintenance programs provide this benefit.

In the case of ArcView (single use and concurrent use licenses) and ArcEditor (single use and concurrent use

licenses), the total number of maintenance subscriptions is considered to determine eligibility regardless of maintenance type (e.g., primary or secondary). In other words, both primary and secondary licenses count toward the 15-license requirement.

Staging server licenses and software obtained under the EDN program do not qualify for User Conference registrations.

ESRI reserves the right to withhold User Conference registrations from customers who are substantially in maintenance arrears with ESRI.

User Conference registrations are assigned to customers in the order that registration forms are received. If the customer number listed on the registration form does not meet the above guidelines, or if the number of attendees from each site exceeds the number of User Conference registrations available to the site based on qualifying maintenance benefits, the customer will be responsible for any additional registration fees.

Presenting a paper, submitting a poster, submitting a software application, or having other involvement with the conference does not automatically register you or exclude you from User Conference fees. All presenters must register and pay the appropriate fees (or maintenance) to attend the conference.

A list of your primary/first and secondary licenses can be found on your annual software maintenance subscription invoice. User Conference registrations are nontransferable.

Contact ESRI

ESRI Technical Support Center

Tel.: 888-377-4575

Fax: 909-792-0960

E-mail: support@esri.com

Web: <http://support.esri.com>

Hours: 5:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except ESRI holidays

ESRI Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

E-mail: info@esri.com

Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except ESRI holidays

ESRI Customer Service

Tel.: 888-377-4575

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Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except ESRI holidays

International Support

Users outside the United States should contact their ESRI international distributor for technical support services (<http://www.esri.com/international>).

380 New York Street, Redlands, California 92373-8100, USA

Telephone 909-793-2853 • Fax 909-793-5953

Web: <http://www.esri.com>

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Product Life Cycle Support Policy

6/25/2009

ESRI Product Life Cycle Support Policy

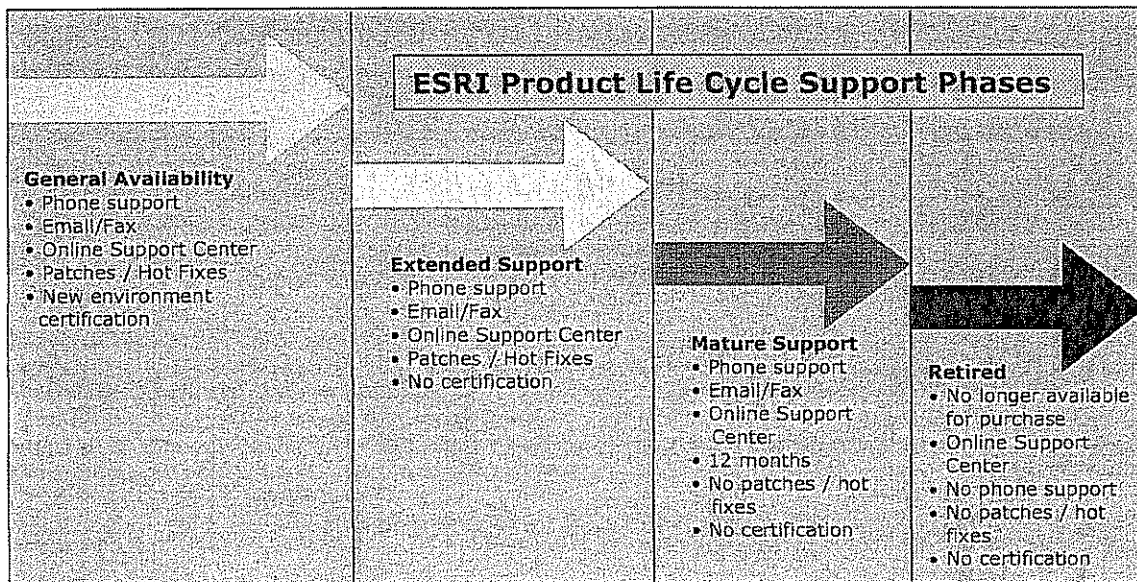
The Product Life Cycle Support Policy is designed to help communicate to ESRI users the technical support resources available during a product's life span and to provide advanced notification of planned changes to available support options. This document outlines the 4 different Support phases of ESRI's Product Life Cycle. This information is intended to help you develop your product plans including migration and transition strategies with the knowledge and understanding of our Product Life Cycle Support plans. It replaces the previous support policy of "2 releases back" (n+2).

Note: The Product Life Cycle Support Policy does not impact a user's right or ability to use any of the software products, it only applies to support availability.

Product Life Cycle Support Phases and Definitions

ESRI Product Life Cycle Support Policy has 4 phases:

1. General Availability
2. Extended Support
3. Mature Support
4. Retired

**1. General Availability Phase:**

A product is in General Availability phase as soon as it is released to ship. General Availability products are the currently shipping products. General Availability products are fully supported. Support includes all the support options and programs currently available (e.g., Primary and Secondary Support, Premium Support, Developer Support, etc.).

Support includes:

- Phone support between 5:00AM and 5:00PM (PST) Monday through Friday - US only. (International users need to contact their local distributors)
- 24x7 fax and email request
- Online Support Center access – knowledge base, supported environment, downloads and discussion forums
- Software patches and hot fixes when warranted
- New environment certification – when a major new release of an operating system, database, or web server is released during the General Availability phase of an ESRI product, ESRI will test this new environment with the General Availability release and provide test result information on its Online Support Center.

We encourage users to begin all new projects with General Availability products and to migrate existing application to these products as soon as possible.

2. Extended Support Phase:

The Extended Support phase usually starts for a product previously in the General Availability phase 3 months after a new major release of the product becomes generally available. For example, ArcGIS 9.2 transitioned to the Extended Support Phase 3 months after ArcGIS 9.3 started shipping. The 3 months overlap takes into account the shipping time for a new release. It takes about 3 months for the majority of our users worldwide to receive a new release.

Once a product enters Extended Support, a user can expect the following support:

- Phone support between 5:00AM and 5:00PM (PST) Monday through Friday - US only. (International users need to contact their local distributors)
- 24x7 fax and email request
- Online support center access – knowledge base, supported environment, downloads, and discussion forums
- Software patches and hot fixes when warranted

ESRI will not certify new environments for products in this Extended Support phase. If an existing customer is contemplating migrating their environment then they should also consider an ESRI product migration as appropriate. Customers with products in the Extended Support phase are encouraged to start planning their migration to a General Availability product.

3. Mature Support phase:

The Mature Support phase starts when the Extended Support Phase ends. As a rule, an Extended Support phase product moves to the Mature Support phase when a new major release of the product becomes available. For example, now that ArcGIS 9.3 is shipping and in General Availability, ArcGIS 9.2 is now in Extended Support and the ArcGIS 9.1 releases are now in the Mature Support phase. This general rule does not apply to all products. In particular, products that do not have frequent updates (e.g., PC ArcInfo) may enter the Mature Support phase even when no new version has been released.

Once a product enters Mature Support, a user can expect the following support:

- Phone support between 5:00AM and 5:00PM (PST) Monday through Friday - US only. (International users need to contact their local distributors)
- 24x7 fax and email request

Product Life Cycle Support Policy

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- Online Support Center access – knowledge base, supported environment, downloads, and discussion forums

ESRI will not provide any further Patches and hot fixes for products that have reached the Mature Support phase. New environments will not be certified for Mature Support phase.

The Mature Support phase will last 12 months from date of announcement unless otherwise statement at announcement time to provide users with enough time to migrate their environment. Customers with Mature Support products should be actively migrating their applications to General Availability products.

4. Retired phase:

After 12 months in the Mature Support phase or at the time previously announced, a product will be retired and enter the Retired phase.

Once a product enters the Retired phase, the product will no longer be available for purchase and users will only have access to very limited support in the form of the Online Support Center:

- Online support center access – knowledge base, supported environment, downloads and discussion forums

Although the online information will remain available to users, this information will not be updated or kept up to date. Users will be able to browse existing documents. Email requests posted through the Online Support Center will not be answered.

Users will no longer have access to technical support through direct phone, fax, or email request. No new patches or hot fixes will be available and ESRI will not certify any new environment. Typically, older products in the Retired phase will not work correctly under new environments. ESRI will not attempt to determine whether a Retired product will work in a new environment or to actually make it work in a new environment.

Announcing Transition

ESRI will announce Product Life Cycle Support transitions on its Online Support Center. At each new release of a product, ESRI will re-evaluate the Life Cycle phase of the product's previous versions and will announce the status of the previous versions in the "Product Life Cycle" section of the Online Support Center web site. ESRI may also announce transitions outside of a specific release event.

Getting the Life Cycle Support status for each ESRI products

The Life Cycle Support status for each of the ESRI software products can be found at <http://support.esri.com/index.cfm?fa=knowledgebase.productLifeCycles.gateway>